



## Terms of Use

### **AGREEMENT BETWEEN USER AND U.S. DEPARTMENT OF ENERGY (DOE)**

The Radcalc website is comprised of various web pages which reside on a server at the DOE Consolidated Business Center.

The Radcalc website is available to authorized users conditioned on the acceptance without modification of the terms, conditions, and notices contained herein. The use of the Radcalc website constitutes agreement to all such terms, conditions, and notices.

### **SECURITY NOTICE**

The Radcalc software and website are Federally funded and owned systems. Software programs are used to monitor the website for security purposes on behalf of the DOE to ensure it remains available to all users and to protect information in the system. Accessing the website constitutes express consent to these monitoring activities.

### **MODIFICATION OF THESE TERMS OF USE**

DOE reserves the right to change the terms, conditions, and notices under which the Radcalc website is available.

### **LINKS TO THIRD PARTY SITES**

The Radcalc website may contain links to other websites ("Linked Sites"), which may not be under the control of the DOE. DOE is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to Linked Sites. DOE is not responsible for webcasting or any other form of transmission received from Linked Sites. DOE provides these links as a convenience to the user. The inclusion of any link does not imply endorsement by DOE of the site or its operators

### **NO UNLAWFUL OR PROHIBITED USE**

As a condition of use of the Radcalc website and software, the user warrants to DOE that these tools will not be used for any purpose that is unlawful or prohibited by these terms, conditions, and notices. Users may not use the Radcalc website or software in any manner, which could damage, disable, overburden, or impair the website or software, or interfere with any other party's use of the Radcalc website or software. Users may not obtain, attempt to obtain or use any materials or information from the Radcalc website other than those that are specifically authorized for and made available to users.

## USE OF COMMUNICATION SERVICES

The Radcalc website may be enabled to host bulletin board services, chat areas, news groups, forums, communities, calendars, and/or other message or communication facilities designed to enable users to communicate individually or with a group (collectively, "Communication Services"). Users agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service relevant to this website. By way of example, not intended to be exhaustive, users agree that when using a Communication Service, they will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless the user owns or controls the rights thereto or has received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that it is known, or reasonably should be known, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using the Communication Services.
- Violate any code of conduct or other guidelines, which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including E-mail addresses.
- Violate any applicable laws or regulations.

DOE has no obligation to monitor the Communication Services. However, DOE reserves the right to review materials posted to a Communication Service and to remove any materials at its sole discretion. DOE reserves the right to terminate access to any or all of the Communication Services at any time without notice for any reason whatsoever.

DOE reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, at DOE's sole discretion.

Always use caution when posting any personally identifying information in any Communication Service. DOE does not control or endorse the content, messages or information found in any Communication Service and, therefore, DOE specifically disclaims any liability with regard to the Communication

Services and any actions resulting from user participation in any Communication Service. Website managers and hosts are not authorized DOE spokespersons, and their views do not necessarily reflect those of DOE.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. Users are responsible for adhering to such limitations if materials are downloaded.

## **MATERIALS PROVIDED TO DOE OR POSTED AT ANY DOE WEBSITE**

DOE does not claim ownership of the materials users provided to DOE (including feedback and suggestions) or which a user posts, uploads, inputs or submits to any DOE website or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting materials, the user grants DOE, its affiliated companies and necessary sublicensees permission to use those Submissions in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat the Submission; and to publish the user's name in connection with your Submission.

No compensation will be paid with respect to the use of any Submission, as provided herein. DOE is under no obligation to post or use any Submission provided and may remove any Submission at any time at DOE's sole discretion.

By posting, uploading, inputting, providing or submitting a Submission the user warrants and represents their ownership or otherwise control all of the rights to the Submission as described in this section including, without limitation, all the rights necessary to provide, post, upload, input or submit the Submissions.

## **LIABILITY DISCLAIMER**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. DOE AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE WEBSITE AT ANY TIME. ADVICE RECEIVED VIA THE WEBSITE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

DOE AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE WEBSITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. DOE AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DOE AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE, WITH THE

DELAY OR INABILITY TO USE THE WEBSITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF DOE OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE.

SERVICE CONTACT : LHarmon@pec1.net

## **TERMINATION/ACCESS RESTRICTION**

DOE reserves the right, in its sole discretion, to terminate your access to the Radcalc website and the related services or any portion thereof at any time, without notice.

## **GENERAL:**

To the maximum extent permitted by law, this agreement is governed by the laws of the State of Washington, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in King County, Washington, U.S.A. in all disputes arising out of or relating to the use of the Radcalc website. Use of the Radcalc website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. Users agree that no joint venture, partnership, employment, or agency relationship exists between the user and DOE as a result of this agreement or use of the Radcalc website. DOE's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of DOE's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the website or information provided to or gathered by DOE with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and DOE with respect to the website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and DOE with respect to the website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

## **COPYRIGHT AND TRADEMARK NOTICES:**

All contents of the Radcalc website are: Copyright 2007 by Dept. of Energy and/or its suppliers. All rights reserved.

## **TRADEMARKS**

The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

The example companies, organizations, products, people and events depicted herein are fictitious. No association with any real company, organization, product, person, or event is intended or should be inferred.

Any rights not expressly granted herein are reserved.

## **NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Service Provider's Designated Agent.